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18 **UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 **FEDERAL TRADE COMMISSION,**

21 **Plaintiff,**

22 **v.**

23 **GROWTH CAVE, LLC, also d/b/a**  
24 **BUFFALO BRIDGE CAPITAL, LLC**  
25 **and PASSIVEAPPS, a Delaware**  
26 **limited liability company;**

27 **APEX MIND, LLC, a Colorado limited**  
28 **liability company;**

Case No. 2:25-CV-01115-DDP- (RAOx)

**COMPLAINT FOR  
PERMANENT INJUNCTION,  
MONETARY JUDGMENT, AND  
OTHER RELIEF**

1 LUCAS LEE-TYSON, individually  
2 and as an officer and/or owner of  
3 GROWTH CAVE, LLC;

4 OSMANY BATTE, aka OZZIE  
5 BLESSED, individually and as an  
6 officer of GROWTH CAVE, LLC and  
7 APEX MIND, LLC; and

8 JORDAN MARKSBERRY,  
9 individually and as an officer of  
10 GROWTH CAVE, LLC and APEX  
11 MIND, LLC,

12 Defendants.

13 Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), for its  
14 Complaint alleges:

15 1. The FTC brings this action for Defendants’ violations of Section 5(a)  
16 of the FTC Act, 15 U.S.C. § 45(a); the FTC’s Trade Regulation Rule entitled  
17 “Disclosure Requirements and Prohibitions Concerning Business Opportunities”  
18 (“Business Opportunity Rule” or “Rule”), 16 C.F.R. Part 437, as amended; the  
19 Credit Repair Organizations Act (“CROA”), 15 U.S.C. § 1679; and the FTC’s  
20 Trade Regulation Rule on the Use of Consumer Reviews and Testimonials  
21 (“Reviews and Testimonials Rule”), 16 C.F.R. Part 465. For these violations, the  
22 FTC seeks relief, including a temporary, preliminary, and permanent injunction,  
23 monetary relief, and other relief, pursuant to Sections 13(b) and 19 of the FTC Act,  
24 15 U.S.C. §§ 53(b), 57b; the Business Opportunity Rule; CROA; and the Reviews  
25 and Testimonials Rule. The amended Business Opportunity Rule became effective  
26 on March 1, 2012, and has since that date remained in full force and effect.

## SUMMARY OF THE CASE

2. This case is about Defendants' illegal promotion and sale of business  
3 opportunities and a credit repair system that have caused thousands of consumers  
4 across the country approximately \$50 million in harm.

5. Through Defendant Growth Cave, LLC ("Growth Cave"), Defendant  
6 Lucas Lee-Tyson ("Lee-Tyson") has been deceptively marketing business  
7 opportunities and educational programs since at least 2021. After his "Productized  
8 Profits" program began receiving consumer complaints, Lee-Tyson transitioned  
9 into marketing the Knowledge Business Accelerator ("KBA") program, a business  
10 opportunity that supposedly helps purchasers to develop and market a "digital  
11 education program" on the topic of their choice and sell it to third parties online  
12 through targeted YouTube advertisements.

13. 4. By early-to-mid-2022, Defendants Osmany Batte ("Batte") and Jordan  
14 Marksberry ("Marksberry") were working alongside Lee-Tyson (collectively,  
15 "Individual Defendants") to sell the KBA business opportunity and a costly "done-  
16 for-you" upsell service for KBA purchasers, known as Digital Freedom  
17 Mastermind ("DFM"), as well as a second business opportunity, Cashflow  
18 Consulting Academy ("CCA"), which supposedly allows purchasers to make tens  
19 of thousands of dollars monthly by calling and texting prospective customers on  
20 behalf of Growth Cave or its network of businesses.

21. 5. To entice consumers to purchase their business opportunities, Lee-  
22 Tyson and Batte promote themselves as marketing experts who have made millions  
23 using sales techniques that are guaranteed to earn significant income for purchasers  
24 of Growth Cave's programs. Individual Defendants and Growth Cave ("Growth  
25 Cave Defendants") claim that Growth Cave's programs have already helped  
26 thousands of people earn millions of dollars. Growth Cave Defendants claim that  
27 by using their programs, consumers will quickly and easily be able to create a  
28

1 profitable business.

2       6. Consumers have purchased Growth Cave's business opportunities and  
3 related services for \$3,500 to \$50,000 each.

4       7. Growth Cave Defendants' claims are false. The promised gains rarely,  
5 if ever, materialize, leaving purchasers of the business opportunities with depleted  
6 bank accounts, hefty credit card bills, and high-interest loans.

7       8. The Growth Cave Defendants, recognizing the financial distress of  
8 KBA and CCA purchasers, seized the opportunity to market and sell to them a  
9 purported credit repair and 0% interest business-funding program, Buffalo Bridge  
10 Capital, LLC ("Buffalo Bridge"), which is an unincorporated d/b/a of Growth  
11 Cave. Consumers paid thousands of dollars each for Growth Cave's help to repair  
12 their credit scores and procure 0% interest loans to support their KBA or CCA  
13 businesses, only to have Growth Cave Defendants instruct them to apply for  
14 multiple "business credit cards," causing them to rack up credit inquiries and fall  
15 even deeper into debt, without ever receiving the promised credit repair assistance.  
16

17       9. Numerous dissatisfied purchasers of the business opportunities and  
18 credit repair service have contacted Growth Cave Defendants to complain that they  
19 did not receive the promised assistance or income, to cancel their agreements, and  
20 to obtain a refund, but Growth Cave Defendants have ignored or declined their  
21 requests.

22       10. Despite the hundreds of complaints about Growth Cave Defendants'  
23 deceptive business practices that consumers have submitted directly to Growth  
24 Cave Defendants and to consumer protection agencies, the Better Business Bureau  
25 ("BBB"), and other channels, Growth Cave Defendants have not ceased their  
26 misconduct and instead have re-branded and continued marketing essentially the  
27 same business opportunities under new names. Lee-Tyson continues to operate  
28 Growth Cave, now marketing PassiveApps, a business opportunity with striking

similarities to KBA. Batte and Marksberry are running a new company, Defendant Apex Mind, LLC (“Apex Mind”), which is selling a re-packaged version of Growth Cave’s CCA business opportunity.

11. Defendants' schemes are ongoing, defrauding consumers of tens of millions of dollars, in violation of the FTC Act, the Business Opportunity Rule, CROA, and the Reviews and Testimonials Rule.

## JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345.

13. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

## PLAINTIFF

14. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the Business Opportunity Rule, 16 C.F.R. Part 437, as amended, which requires specific disclosures and prohibits certain misrepresentations in connection with the sale of a business opportunity, CROA, 15 U.S.C. § 1679, et seq., which prohibits untrue or misleading representations to induce the purchase of credit repair services, requires certain affirmative disclosures in the offering or sale of credit repair services, and prohibits credit repair organizations from charging or receiving money for the performance of credit repair services before such services are fully performed, and the Reviews and Testimonials Rule, 16 C.F.R. Part 465, which requires specific disclosures and prohibits certain misrepresentations in connection with reviews and testimonials.

## **DEFENDANTS**

15. Defendant Growth Cave, also doing business under various fictitious names, including GrowthCave.com, Ozzie Blessed, Buffalo Bridge, PacificWealthClub.com, PassiveApps, and PassiveApps.com, is a Delaware limited liability company with its principal place of business at 19333 Rosita St., Tarzana, CA 91356. Growth Cave, in connection with the matters alleged herein, entered into contracts with and received payments from consumers for business opportunities and other related products and services, including credit repair services under its d/b/a Buffalo Bridge. In connection with the matters alleged herein, Growth Cave transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, Growth Cave has advertised, marketed, distributed, or sold business opportunities and other related products and services to consumers throughout the United States.

16. Defendant Apex Mind is a Colorado limited liability company with its principal place of business at 1880 Office Club Pt., Colorado Springs, CO 80920. Apex Mind, in connection with the matters alleged herein, seeks payments from consumers for business opportunities and other related products and services. In connection with the matters alleged herein, Apex Mind transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, Apex Mind has advertised, marketed, distributed, or sold business opportunities and other related products and services to consumers throughout the United States.

17. Defendant Lucas Lee-Tyson is the founder and co-Chief Executive Officer of Growth Cave. He is a signatory on the bank accounts for Growth Cave. Lee-Tyson narrates marketing videos and sends marketing emails for Defendants' business opportunities using false and unsubstantiated claims, including claims

1 about likely earnings. He is a contact person for Growth Cave's payment processor  
2 and is aware of the company's suspension for high chargebacks and the eventual  
3 termination of its merchant account. He executes contracts on behalf of Growth  
4 Cave. He registers and renews the domain names for Growth Cave and affiliated  
5 programs and entities, including Buffalo Bridge, OrcaBoost, and PassiveApps. He  
6 communicates with Growth Cave customers and is aware of consumer complaints  
7 and requests for refunds, and he has denied and rejected same. At all times relevant  
8 to this Complaint, acting alone or in concert with others, he has formulated,  
9 directed, controlled, had the authority to control, or participated in the acts and  
10 practices of Growth Cave, including the acts and practices described in this  
11 Complaint. Defendant Lee-Tyson resides in this District and, in connection with  
12 the matters alleged herein, transacts or has transacted business in this District and  
13 throughout the United States.

14       18. Defendant Osmany Batte, who conducts all relevant business  
15 activities using the alias "Ozzie Blessed," is a co-Chief Executive Officer of  
16 Growth Cave, alongside Lee-Tyson. Batte narrates marketing videos and sends  
17 marketing emails for Defendants' business opportunities using false and  
18 unsubstantiated claims, including earnings claims. He communicates with Growth  
19 Cave customers and he is aware of consumer complaints and requests for refunds  
20 from deceived consumers. At all times relevant to this Complaint, acting alone or  
21 in concert with others, he has formulated, directed, controlled, had the authority to  
22 control, or participated in the acts and practices of Growth Cave, including the acts  
23 and practices described in this Complaint. Defendant Batte is also the founder and  
24 Chief Executive Officer of Apex Mind. Defendant Batte narrates marketing videos  
25 and sends marketing emails to consumers regarding Apex Mind's business  
26 opportunity. At all times relevant to this Complaint, acting alone or in concert with  
27 others, he has formulated, directed, controlled, had the authority to control, or

participated in the acts and practices of Apex Mind, including the acts and practices described in this Complaint. Defendant Batte resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

19. Defendant Jordan Marksberry is the Operations Manager of Growth Cave. He speaks with Growth Cave customers and is aware of consumer complaints against Growth Cave, including the BBB's alert regarding a pattern of complaints against Growth Cave. Marksberry is the Growth Cave representative primarily responsible for responding to consumer complaints to the BBB, and he routinely denies consumer requests to cancel and obtain a refund. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Growth Cave, including the acts and practices described in this Complaint. Defendant Marksberry is the Operations Manager of Apex Mind and he narrates marketing videos regarding Apex Mind's business opportunity. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Apex Mind, including the acts and practices described in this Complaint. Defendant Marksberry resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

## COMMERCE

20. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

## **GROWTH CAVE DEFENDANTS' BUSINESS ACTIVITIES**

21. Growth Cave Defendants have deceptively advertised, marketed,

1 distributed, promoted, and sold business opportunities and credit repair services to  
2 consumers throughout the United States.

3 22. Lee-Tyson and Batte spearhead the operation of Growth Cave’s  
4 California-based scheme.

5 23. Lee-Tyson claims to have founded Growth Cave as a “broke and lazy  
6 college student.” Lee-Tyson, now 26 years old, portrays himself as a marketing  
7 guru and self-made millionaire.

8 24. Batte shares a similar rags-to-riches story, describing how he departed  
9 Cuba for the United States in the 1980 Mariel Boatlift, then joined a gang as a  
10 child on the streets of Los Angeles before he made millions in real estate and lost it  
11 all in the 2008 recession. Batte implies that he is largely responsible for Growth  
12 Cave Defendants’ success, in part due to his ability to fix negative “mindsets” and  
13 his certification in hypnosis.

14 25. Individual Defendants claim that the “exact same strategies” used in  
15 Growth Cave’s business opportunities earn Growth Cave Defendants \$60 million  
16 per year. Individual Defendants feature prominently in Growth Cave’s  
17 advertisements on Instagram, TikTok, Facebook, and YouTube.

18 26. All three Individual Defendants flaunt their luxurious lifestyles on  
19 social media, posting pictures of their lavish vacations and videos of the Growth  
20 Cave team “buying \$300,000 of watches with Ozzie Blessed,” Lee-Tyson “buying  
21 a Ferrari for my 25th birthday,” and living in a mansion in L.A. They imply that  
22 purchasers of their opportunities can reach the same level of success. In fact,  
23 Individual Defendants fund their lavish lifestyles using the money unsuspecting  
24 consumers pay for Growth Cave’s deceptive business opportunities.

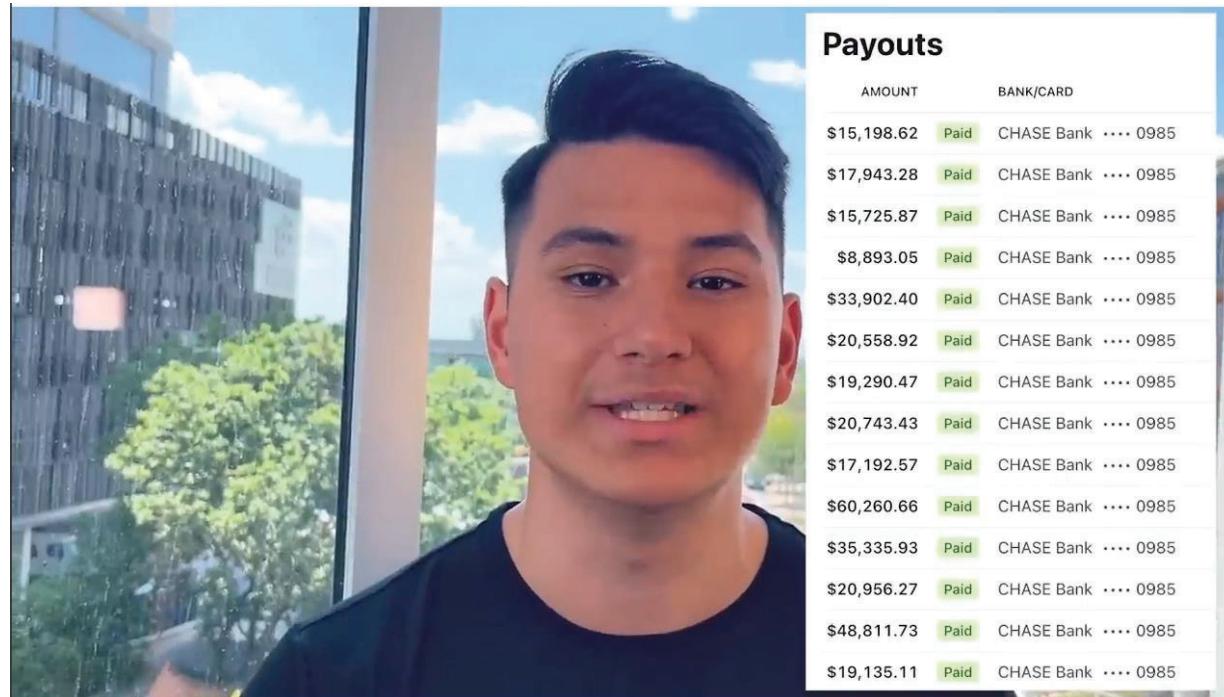
25 **Growth Cave Defendants’ Digital Education Business Opportunity:**

26 ***The KBA Program***

27 27. KBA is a digital education business opportunity sold by Growth Cave

1 Defendants. Growth Cave Defendants represent that they will help purchasers of  
2 the KBA business opportunity set up an online educational course to sell to  
3 customers for hundreds or thousands of dollars. Growth Cave Defendants represent  
4 that they will help KBA purchasers find customers using their “proven” method of  
5 posting targeted advertisements on YouTube. KBA purchasers have attempted to  
6 create educational courses for relationship advice, investing, real estate, exercise,  
7 skincare, building a business, learning a language, life coaching, and many other  
8 topics.

9 28. Most prospective purchasers first learn of Growth Cave and its KBA  
10 business opportunity through videos posted on YouTube, Facebook, Instagram,  
11 and other sites. Many of the videos feature Lee-Tyson talking about his journey  
12 from starting off as a broke college student to raking in millions of dollars by  
13 selling “digital products” online. A typical video advertisement features Lee-Tyson  
14 talking into the camera about the money that can easily be earned online using his  
15 YouTube sales techniques, as shown in the below screenshot:



29. Lee-Tyson claims to have “cracked the code” and learned to “generate

1 millions of dollars in automated income like clockwork.” According to Lee-Tyson,  
2 the KBA business opportunity implements his “proven system”—selling a course  
3 through YouTube using keywords tailored to people who would be interested in  
4 buying a course on that topic—to earn “safe, reliable, passive income” online. Lee-  
5 Tyson’s videos state that KBA will help purchasers launch and sell an online  
6 course within a few days or weeks, generating “\$20,000–\$50,000 per month in  
7 passive income.” He explains that KBA’s strategies work because there are “likely  
8 THOUSANDS of people out there who would pay for a course on a topic you’re  
9 knowledgeable or passionate about.”

10 30. As shown in the below example screenshots from Growth Cave  
11 Defendants’ marketing videos, they portray the KBA opportunity as a low-risk  
12 way to earn “a consistent \$10K - \$50K+ per month as quickly as possible.”  
13

## 14 15 **This Is For You IF...**

16 **• You want help launching your own online course to a consistent**  
17 **\$10K-50K+ per month as quickly as possible**

18     • You want to launch with as little risk as possible  
19     • You don’t have the time or interest in stumbling through months of  
20       complex, expensive guesswork trying to do this on your own  
21     • You want personalized, 1-on-1 mentorship & guidance from someone  
22       who has not only done it themselves but has helped hundreds of others  
23       do it using a proven system

24  
25 41:07



1  
2  
3  
4  
5 **It is literally**  
6 **IMPOSSIBLE to fail...**  
7  
8  
9  
10  
11  
12



31:58

13  
14 31. Lee-Tyson underscores this point by claiming he has already helped  
15 “over 2,000 clients create and sell” courses and that individuals he is working with  
16 are “currently making anywhere from \$10,000 to even \$100,000 a month in  
17 automated income.” These videos feature impressive testimonials from Growth  
18 Cave “clients” who have supposedly been very successful, including Dale, who  
19 made “over \$40,000 in his very first 30 days,” Willie, who collected \$65,928 in the  
20 first week of his launch, and Andrew Imbesi, who “did \$56,000 in a single month.”  
21 An exemplary screenshot from a video testimonial showing Andrew Imbesi is  
22 shown below:  
23  
24  
25  
26  
27  
28

1  
2 **Andrew Makes \$50K+ Per Month After Getting  
Fired From His Job Just 2 Months Ago...**



17 32. At the end of these video advertisements, prospective purchasers are  
18 instructed to click a link for more information on the “exclusive opportunity to  
19 have my team build your online course for you. Literally do all of the work . . . to  
20 potentially make you \$5,000, \$10,000, or even \$20,000 per month in passive  
21 income without you having to lift a single finger.”

22 33. Prospective purchasers who click the link beneath the video  
23 advertisements are routed to a website where they can input their name and email  
24 address to sign up to obtain more information regarding Growth Cave Defendants’  
25 programs. Thereafter, they are bombarded with marketing emails from Growth  
26 Cave Defendants on a nearly daily basis. These emails have eye-catching titles,  
27 like “YouTube owes you \$800,” “\$3k/month from YouTube with no videos,”  
28 “Read if you want to make 20k/month on YouTube without making videos...” and  
“Little digital products that pay you 24/7.”

29 34. The emails also reiterate the same points made in Growth Cave  
30 Defendants’ video advertisements, particularly that KBA is an exclusive  
31 opportunity to partner with Growth Cave Defendants and quickly set up and sell an  
32

1 online course generating thousands of dollars of passive income on a monthly  
2 basis. For example, one email reads:

3 I'm looking for 3 motivated people to take under my wing and teach  
4 them our process for launching their own online course to make 20k-  
5 50k/month passively. . . .

6  
7 If you decide to work [with] me & my team, we'll help you...

8  
9 Package your knowledge into an online course that's ready to  
10 SELL in just 2-4 weeks. . . .

11 Help you attract all the WARM leads & customers you could ever  
12 need using a simple 3-minute YouTube video ad.

13  
14 And more.

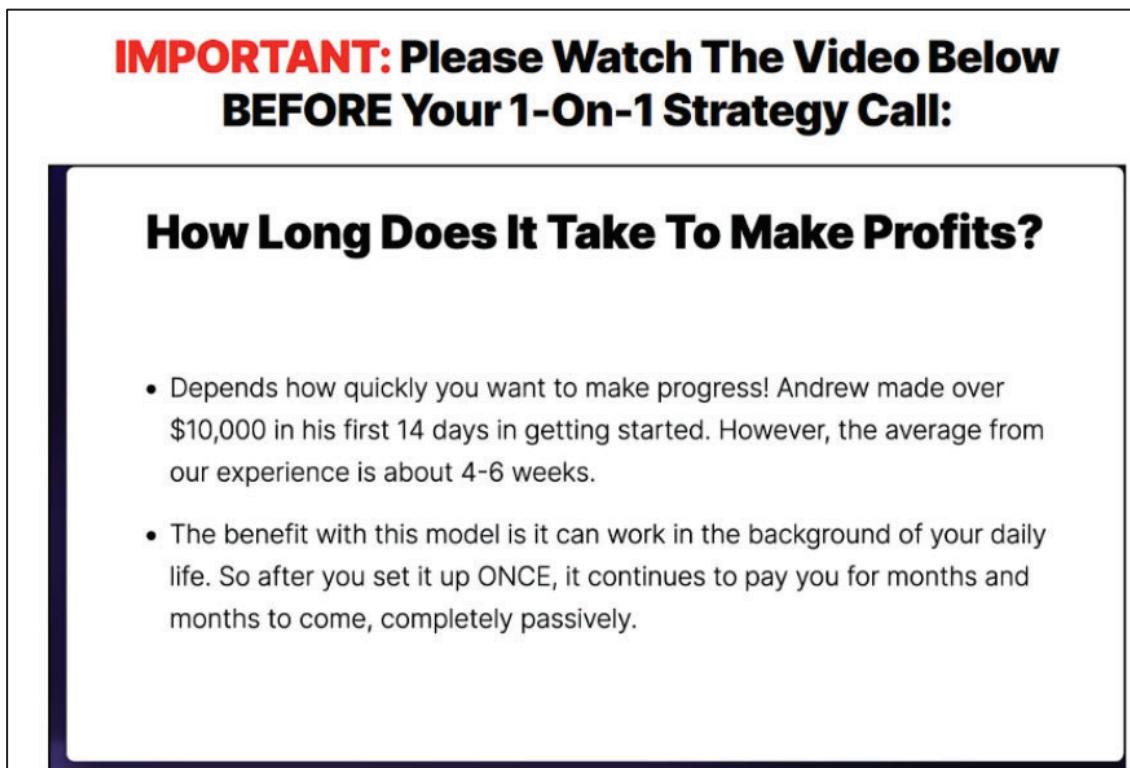
15 We'll walk you through our exact process A-Z of helping you make  
16 that kind of income passively, with your very own online course.

17  
18 35. Prospective purchasers intrigued and excited by the representations in  
19 Growth Cave Defendants' advertisements are prompted to schedule a "1-on-1  
20 strategy call" with a Growth Cave employee. Supposedly this is for the purpose of  
21 "vetting" the prospective purchaser so that Growth Cave Defendants are sure "we  
22 can 100% help you and we'll invite you to work with us one-on-one, building out  
23 your very first digital product together and working with you until you've made a  
24 minimum of \$10,000."

25  
26 36. However, before attending the strategy call, Growth Cave Defendants  
27 require prospective purchasers to watch another video, narrated by Lee-Tyson and  
28 Batte, which provides additional detail on what Growth Cave Defendants provide

1 to KBA purchasers.

2 37. In the video, Lee-Tyson and Batte represent that the average KBA  
3 purchaser profits within 4–6 weeks, as shown by the following exemplary  
4 screenshot:



18 38. Just like all the prior advertisements, this video also features  
19 extravagant claims about the amount of money KBA purchasers have made or are  
20 likely to make, such as:

21

22

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- “Upwards of \$20- to \$50,000 in monthly passive income with automated online courses.”
- “we’ve showed you examples -- and you’re going to see many more -- of clients making millions and millions of dollars with our online courses, clients making job-replacing, life-changing amounts of income \$10,000, \$20,000, \$50,000 a month.”
- “Many of our students are already making upwards of \$100,000 and even

1 millions of dollars a year.”

2 39. This video also reiterates Growth Cave Defendants’ representations  
3 regarding the significant assistance Growth Cave provides to help purchasers set  
4 up and sell their online businesses, particularly through Growth Cave’s “AI  
5 software”—which will “automate nearly 100 percent of the process”—and “one-  
6 on-one” help from experts. Examples include:

- 7 • “the massive results that our team has been able to deliver using these  
8 done-for-you templates, using our AI software, and the personalized one-  
9 on-one help.”
- 10 • “our very own AI software, . . . GrowthBox.AI, an all-in-one software  
11 platform for selling digital products . . . on autopilot.”
- 12 • “our Knowledge Business Accelerator Program that includes working  
13 with six specialized coaches on our team one-on-one, six full-time  
14 coaches helping you with quite literally everything inside of this business  
15 model, your course idea, your ads, your tech, your sales funnel.”
- 16 • “they hold your hand and walk you through the process to -- to build up,  
17 scale, and have a successful launch.”
- 18 • “if you’re not very techie, you don’t have to worry because tech settings  
19 and ads, you’re working hand-to-hand with the coaches. So they set  
20 everything up and go from there.”

22 40. In particular, Growth Cave Defendants highlight that their YouTube  
23 marketing services will find customers willing to buy the KBA purchasers’ online  
24 courses. As described by Lee-Tyson:

25 included in [KBA] is what we call our Done-for-You Youtube Ad  
26 Sniper Targeting, where the advertising experts [at Growth Cave] will  
27 literally put your ad and course only in front of the hottest ready-to-buy

1 prospects in your market to virtually guarantee results for you. . . .

2 [Y]ou know how much value there is in being able to . . . put your  
3 advertisement, put your product in front of the right potential  
4 customers, that's really 80, 90 percent of the battle. So this is something  
5 that we literally do for you to make sure that we are virtually  
6 guaranteeing results right out of the gate.

7 41. In the video, Lee-Tyson and Batte state that KBA is “backed up” by  
8 their “\$10,000 Profit Guarantee” and that they “mak[e] sure every single one of  
9 our clients hits that \$10,000 profit guarantee.” Lee-Tyson expressly represents that  
10 “there has not been a single person that, after launching their course, they have not  
11 made a minimum of \$10,000 profit in their first 30 days of launching it.”

12 42. Once a prospective purchaser views the required video, they attend  
13 their “strategy” Zoom meeting, where a Growth Cave sales representative  
14 reiterates that Growth Cave Defendants will work closely with the KBA purchaser  
15 and provide comprehensive assistance to create a course and sell it to third parties  
16 through YouTube, generating passive income.

17 43. Growth Cave Defendants’ sales representatives emphasize the  
18 \$10,000 profit guarantee to overcome any uncertainty prospective purchasers have  
19 about spending thousands to buy KBA. For instance, in a recorded call, Growth  
20 Cave Defendants’ sales representative referenced the profit guarantee more than 30  
21 times, repeatedly referring to the guarantee as a “safety net.” He explained that  
22 Growth Cave is “comfortable enough to give that guarantee” because Growth Cave  
23 will “hold your hand and walk you through the process to [ ] build up, scale, and  
24 have a successful launch.” He described how prospective purchasers “don’t have to  
25 hesitate” because the guarantee is for \$10,000 profit on top of the \$9,800 price, so  
26 “you’ll be recouped to \$19,800.” Many purchasers report that they bought KBA  
27  
28

1 because Growth Cave’s advertisements and sales representatives led them to  
2 believe that the \$10,000 profit guarantee meant they were guaranteed to quickly  
3 recoup their investment.

4 44. During the “strategy call,” after highlighting the \$10,000 profit  
5 guarantee, Growth Cave discloses for the first time KBA’s price, which ranges  
6 from \$3,500 up to \$9,800. If the prospective purchaser agrees to join the KBA  
7 business opportunity, the Growth Cave representative collects payment or helps  
8 sign up the KBA purchaser for financing during the very same call.

9 45. In most instances, Growth Cave Defendants do not provide a copy of  
10 the Growth Cave Client Agreement until after the consumer has submitted  
11 payment. The Agreement is emailed to purchasers for electronic signature, via  
12 DocuSign, without an opportunity to negotiate any terms of the Agreement. The  
13 Agreement affirms Growth Cave’s promise to provide KBA purchasers with  
14 “Automated Customer Acquisition,” as well as a “Scale-Ready Offer,” “Personal  
15 Consulting/Coaching From Lucas Lee-Tyson and team at Growth Cave,” and other  
16 benefits.

17 46. In numerous instances, consumers purchased KBA because they were  
18 persuaded by the representations Growth Cave Defendants make in their  
19 advertisements, emails, videos, and sales calls that setting up their online  
20 educational course will be very easy and will only take a short time, about 4–6  
21 weeks, before they will begin to make substantial profits. Based upon Growth  
22 Cave Defendants’ representations, consumers believe that Growth Cave will hold  
23 their hand through the whole process of creating and selling an online course and  
24 that there is no risk because they are guaranteed to earn at least \$10,000 profit,  
25 which covers the cost of KBA.

26 47. Growth Cave Defendants’ representations also convince prospective  
27 purchasers that Growth Cave Defendants will provide, or assist with providing,

1 outlets or customers for the KBA purchaser's online course.

2 48. Purchasers of the KBA business opportunity find that, due to Growth  
3 Cave Defendants' undisclosed requirements, lengthy delays, and virtually non-  
4 existent support, launching a profitable business with KBA is nowhere near as fast  
5 and simple as advertised.

6 49. Growth Cave's KBA business opportunity consists of multiple  
7 different "modules" that must be completed to progress through the program. Each  
8 module consists of watching training videos and completing other tasks, like  
9 developing a course idea and drafting advertisements. KBA purchasers report that  
10 completing the modules was confusing and could not be completed within a few  
11 days or weeks.

12 50. Growth Cave Defendants do not provide KBA purchasers with the  
13 promised level of one-on-one assistance with creating a course. For example,  
14 Growth Cave provided template scripts to use for advertisement videos, but KBA  
15 purchasers had to spend significant time revising those scripts on their own  
16 because they were not personalized.

17 51. In many instances, Growth Cave coaches take days to respond to  
18 questions, preventing KBA purchasers from making any progress in the meantime.  
19 KBA purchasers are frequently assigned to new coaches, sometimes going through  
20 five or more. Each time a new coach is assigned, the KBA purchaser must spend  
21 time bringing their new coach up to speed on their course and how far along they  
22 are in the program, which further delays progress.

23 52. Additionally, Growth Cave's "AI software," GrowthBox, does not  
24 "automate nearly 100% of the process" of setting up and operating an online  
25 course, as promised. To the contrary, GrowthBox serves as a platform that requires  
26 users to manually upload their advertisements, set appointments, and input  
27 messages that can be sent out to potential customers via text message and email.

1       53. At various stages, KBA purchasers must receive Growth Cave’s  
2 approval to move forward. Growth Cave suggests that it must approve certain  
3 aspects of a KBA purchaser’s online course to ensure its success with attracting  
4 customers. For example, Growth Cave requires KBA purchasers to test different  
5 versions of their advertisements and those advertisements must hit certain metrics  
6 demonstrating that they are attracting interested viewers before Growth Cave will  
7 allow the KBA purchaser to officially “launch” and begin selling their course to  
8 the public.

9       54. However, after KBA purchasers spend months jumping through  
10 Growth Cave’s hoops and finally get approval to launch their course, it becomes  
11 apparent that Growth Cave’s requirements do not lead to success. In numerous  
12 instances, even if an advertisement hit the required metrics in the testing stage, the  
13 “winning” advertisement failed to attract purchasers. Many KBA purchasers told  
14 Growth Cave Defendants that their “winning” ads were not successfully generating  
15 traffic after their courses launched and asked how to improve their advertisements  
16 to attract purchasers, but Growth Cave’s “experts” were generally unable to help  
17 KBA purchasers make any changes that attracted customers. Instead, the supposed  
18 “experts” frequently instructed KBA purchasers to attract customers by claiming  
19 they would make a lot of money using the course. Growth Cave did not take any  
20 steps to put KBA purchasers’ courses in front of “ready-to-buy” customers as  
21 Growth Cave Defendants had promised.

22       55. Although many consumers are lured into purchasing KBA based upon  
23 Growth Cave Defendants’ promises to help “every step of the way” in setting up  
24 an educational course, purchasers later realize that Growth Cave Defendants do not  
25 provide the promised level of support and therefore purchasers are not able to  
26 launch their program quickly, if at all, and earn the promised income or profits.

## ***KBA's Upsell Service: DFM***

56. Capitalizing on the frustration and desperation felt by many KBA purchasers who were not receiving the promised assistance or earnings, in approximately December 2022, Growth Cave Defendants began sending KBA purchasers advertisements for DFM, an add-on service wherein Growth Cave would handle almost all aspects of operating the KBA purchaser's online course.

57. DFM advertisements were appealing to KBA purchasers because they claimed that practically every aspect of setting up and selling a course would be “done for you.” The advertisements also promised that DFM purchasers will receive personalized guidance, including guidance from Individual Defendants, which the KBA program lacked. For example, email advertisements from Lee-Tyson promise DFM consists of “a small group to work 1-on-1 with me personally.”

58. Growth Cave Defendants' advertisements implied that the DFM service would be highly selective, requiring KBA participants to apply and be selected for one of 25 available slots. These representations reinforced the KBA purchasers' belief that if they paid for the additional DFM service they would finally receive in-depth, one-on-one assistance and that Growth Cave Defendants would do all the work to create and sell their course.

59. Hundreds of KBA purchasers agreed to pay an additional \$30,000 to \$50,000 for the DFM service (on top of their previous payment for the KBA program), based upon Growth Cave Defendants' representations that with the DFM service, they only needed to provide their course idea to Growth Cave, then Growth Cave would do all the work to create and sell their course, including scripting and filming advertisements, testing the advertisements, launching the course, and continuing to optimize the ads to ensure they were reaching interested buyers.

1       60. Growth Cave’s DFM Client Agreement confirms that DFM  
2 purchasers will receive 1-on-1 calls with Lee-Tyson, Batte, and Marksberry, who  
3 would provide specialized advice, as well as access to Growth Cave’s “entire  
4 Done-For-You services department.”

5       61. At least one prospective purchaser asked Growth Cave Defendants if  
6 he could speak with a past DFM purchaser for a reference and Growth Cave told  
7 him to speak to Andrew Imbesi, who provided a glowing review of the DFM  
8 service. Neither Imbesi nor Growth Cave disclosed to this consumer that Imbesi  
9 had a pre-existing business relationship with Growth Cave to offer financing to  
10 new Growth Cave customers. Multiple Growth Cave advertisements also feature  
11 Imbesi as a successful and profitable Growth Cave client, without disclosing  
12 Imbesi’s unique partnership with Growth Cave.

13       62. Contrary to the Growth Cave Defendants’ representations, DFM does  
14 not provide the services Growth Cave Defendants promised.

15       63. Growth Cave Defendants do not provide DFM purchasers the  
16 promised “done-for-you” services. DFM purchasers report that Growth Cave  
17 Defendants did very little to help launch their course and the services they did  
18 provide were so subpar that the DFM purchasers had to spend significant time  
19 making corrections and improvements. For example, instead of developing and  
20 filming advertisements for the DFM purchasers, Growth Cave Defendants  
21 generally provided boilerplate templates and scripts, which required significant  
22 revisions. The DFM purchasers had to film their own advertisements, despite  
23 Growth Cave Defendants promising they would do so. Growth Cave Defendants  
24 did not target or run advertisements for DFM purchasers. Instead, the DFM  
25 purchasers had to set up and run their own advertisements, sometimes spending  
26 thousands to run their advertisements without success.

27       64. Growth Cave Defendants did not provide specialized guidance to

1 DFM purchasers. Despite promising “1-on-1” meetings with Lee-Tyson, Batte, and  
2 Marksberry, on many occasions Lee-Tyson, Batte, and Marksberry were late or did  
3 not show up to their scheduled meetings with DFM purchasers. Moreover, Growth  
4 Cave’s “experts” and coaches remained slow to respond to any questions and still  
5 could not offer any useful help to set up and sell a course, just like the KBA  
6 purchasers experienced before they paid for DFM.

7 65. In April 2023, Growth Cave Defendants hosted an event in Austin,  
8 Texas for DFM purchasers, at which time numerous attendees announced to the  
9 Individual Defendants, in front of the other DFM attendees, they were not getting  
10 the support from Growth Cave to launch their course that Growth Cave Defendants  
11 had promised or, if they had launched their course, that they were not making sales  
12 or earning any income. Attendees at the event were surprised to see approximately  
13 100 DFM purchasers in attendance, considering Growth Cave Defendants had  
14 claimed that DFM was an exclusive offering, with only 25 openings.

15 66. In sum, the KBA purchasers who paid for additional DFM services  
16 did not receive any done-for-you services or specialized guidance that brought  
17 them any closer to selling an online course.

19 ***Many KBA and DFM Purchasers Cannot Launch a Course Quickly and Never  
20 Profit***

21 67. Contrary to the repeated representations in Growth Cave Defendants’  
22 advertisements and from their sales representatives, many KBA purchasers,  
23 including those who purchased the DFM “done-for-you” service, are not able to  
24 launch a course and therefore do not earn any income or profits. KBA and DFM  
25 purchasers are unable to launch due to Growth Cave Defendants’ failure to provide  
26 the promised services and support.

27 68. Even those purchasers that do launch courses often cannot do so in the  
28

1 short time-frame Growth Cave Defendants promised; multiple purchasers report  
2 that it took at least two months or more before they were approved to launch.  
3 Purchasers who launched their course—including multiple purchasers who  
4 launched for 30 days or more—were unable to make *any* profit, let alone hit  
5 Growth Cave Defendants’ \$10,000 profit guarantee. Growth Cave Defendants’  
6 “proven” YouTube marketing tactics are, in fact, unable to attract customers.

7 69. In most instances, KBA purchasers do not make a single sale and  
8 therefore do not earn any income. Instead, they find themselves owing thousands  
9 of dollars to Growth Cave Defendants, credit card companies, or third-party  
10 lenders.

11 70. Growth Cave Defendants are aware that KBA purchasers, including  
12 those who paid for DFM, did not receive the promised support and were unable to  
13 earn any income or profit from an online course because hundreds of KBA  
14 purchasers have complained through a wide variety of channels, including but not  
15 limited to the BBB, the FTC, state law enforcement agencies, social media  
16 platforms like Facebook, and directly to the Growth Cave Defendants.

17 71. When KBA purchasers submitted complaints directly to Growth Cave  
18 through the company’s internal message boards and messaging platforms, many  
19 noticed that Growth Cave Defendants routinely deleted the complaints and any  
20 other “negative” posts from the message boards.

21 72. Dozens of KBA purchasers have submitted public complaints  
22 regarding Growth Cave to the BBB website, and Marksberry (and, in a few  
23 instances, Lee-Tyson) responded to those complaints but denied any wrongdoing.  
24 The BBB has included an alert on Growth Cave’s BBB business profile page  
25 regarding a “pattern of complaint [sic] alleging Refund or Exchange Issues.” The  
26 BBB alert read:  
27  
28

1 [C]onsumers are stating they sign up for programs guaranteed to help  
2 them make \$10,000.00 in 30 days. Other consumers are also told they  
3 would receive coaching along the way, which many state they do not  
4 receive.

5 73. Despite these complaints, Growth Cave Defendants have not changed  
6 their claims to match what they actually provide. For example, in numerous  
7 instances, KBA purchasers seek refunds based on Growth Cave Defendants'  
8 failure to meet their \$10,000 profit guarantee. Growth Cave Defendants deny the  
9 refund requests and simply respond that the guarantee is only that Growth Cave  
10 will continue to "work with you" until you make \$10,000—a caveat that Growth  
11 Cave Defendants only disclose through a provision slipped into the Agreement  
12 purchasers sign after paying for KBA. KBA purchasers are dismayed to realize that  
13 this "guarantee" is meaningless because they could continue to work with Growth  
14 Cave indefinitely without ever earning a dime.

16 **Growth Cave Defendants' Telemarketing and Texting Business Opportunity:**

17 **CCA**

18 74. In addition to the KBA business opportunity, Growth Cave offers a  
19 second business opportunity, CCA. Growth Cave Defendants claim that CCA  
20 purchasers will learn to call and text prospective customers to close new sales and  
21 guarantee that either Growth Cave Defendants or their "wealthy business owner"  
22 clients will pay the CCA purchaser for their "unique" sales skills.

23 75. Like with KBA, prospective purchasers often learn about the CCA  
24 opportunity through videos posted by Growth Cave Defendants on YouTube,  
25 Facebook, and other sites. Those who click on a link beneath these videos will  
26 have the option to provide their email address to get more information about the  
27 CCA.

1       76. Thereafter, Growth Cave Defendants send emails with subject lines  
2 framing the CCA as a money-making business opportunity, such as: “Get  
3 \$750/week to read ‘money’ scripts,” “\$800 a week to send texts,” and “Work from  
4 phone. \$3,000/month.”

5       77. The emails expressly state that Lee-Tyson or one of his contacts will  
6 pay CCA purchasers hundreds of dollars per week to send texts or make phone  
7 calls and that they can get started right away. For example, Lee-Tyson sent emails  
8 to prospective purchasers stating as follows:

- 9       • “A certain business told me that they’re looking to pay 20 people \$800-  
10      \$1,200/week to read simple scripts into their phones... All you need is a  
11      phone, and an internet connection, and you can get started today.”
- 12      • “Right now, you can start making upwards of \$7.5k/month just by talking  
13      and texting on your phone.”
- 14      • “[I]f you read scripts into your phone for 1 hour a day I will pay you  
15      \$500/week.”
- 16      • “[M]any business owners will pay you over \$800/week to take calls and  
17      send texts for just an hour a day.”
- 18      • “All I need you to do is, answer a few phone calls, and send a few texts...  
19      Then I’ll pay you \$800/week for your efforts.”
- 20      • “If you can spend an hour a day talking into your phone, I’ll personally pay  
21      you \$3,200 - \$3,500 a month.”

23       78. Prospective CCA purchasers are prompted to schedule a meeting with  
24 a Growth Cave representative. However, before attending that meeting, the  
25 prospective purchasers are required to watch a video, wherein Lee-Tyson and Batte  
26 discuss the CCA program in detail. A screenshot of this video narrated by Lee-  
27 Tyson and Batte is shown below:

1  
2 **New Online Job Opportunity That Pays  
3 You To Read Scripts Into Your Phone**



12 **After Watching The Case Study Video, Apply For A 1-On-1  
13 Screening Interview With An Existing Cashflow Consultant**

14 79. In the video, Lee-Tyson and Batte make additional representations  
15 regarding the income prospective purchasers can expect to make through the CCA  
16 business opportunity. Examples include:

- 17 • “you could actually make \$20-, \$30-, \$40,000 a month.”
- 18 • “you could easily make from \$2,800 to \$5,000 a month . . . just copy and  
19 pasting and texting.”
- 20 • “even in a worst-case scenario, making \$4-, \$5-, \$6-, \$7,000 a month, just  
21 typing messages in your phone.”
- 22 • “We have guys that are doing this that are making upwards of \$20-, \$30-,  
23 \$40,000.”

24 80. Lee-Tyson and Batte advise that on average it takes 30 days to “get  
25 certified and graduate” from the CCA, but that two weeks “is really the norm.”

26 81. Lee-Tyson and Batte insist that the skills taught in the CCA are  
27 “worth a lot” and that they have a “community of over 1,000 business owners” that

1 are “all in desperate need of cash flow consultants” and that “many” of these  
2 business owners are “making \$10,000 a month to all the way at the high end  
3 making multi-millions of dollars every single year.” These representations lead  
4 prospective purchasers to believe that if they buy the CCA opportunity, there will  
5 be a large pool of wealthy business owners who will be ready and willing to pay  
6 for their CCA services.

7 82. By guaranteeing CCA purchasers a “placement” with Growth Cave or  
8 one of its clients, Growth Cave Defendants promise to provide CCA purchasers  
9 with customers or outlets willing to pay for the services of CCA graduates. Growth  
10 Cave Defendants specifically promise to provide a placement within “a short  
11 period” after graduating from the CCA. Batte confirms in a video advertisement  
12 that this guaranteed placement is for pay, stating: “we guarantee that once you get  
13 here, either you work with us or you work with one of our clients. . . So [ ] the pay  
14 is going to be amazing.”

15 83. Lee-Tyson and Batte provide misleading hypotheticals using  
16 “conservative” numbers to convey how easily CCA graduates will be able to earn  
17 profits once they are placed with a company. For example, Lee-Tyson and Batte  
18 walk through a hypothetical based upon texting 50 prospects per day and only  
19 needing to convince three of those prospects to make a purchase to earn a  
20 commission of \$375 per day.

22 84. To reinforce their hypothetical scenarios, Lee-Tyson and Batte share  
23 four testimonials from unnamed “clients” who achieved “incredible results,” such  
24 as “\$23,000 in one month;” “\$32,000;” and \$10,000 within the first 30 days. All  
25 four of these “clients” are in fact Growth Cave employees—Jose Fang, Nour  
26 Bouhamdan, Donnie Crawford, and Matthew Pulliam—who sell Growth Cave’s  
27 programs. At no point do Lee-Tyson or Batte disclose that the individuals  
28 providing these testimonials are Growth Cave employees or state the percentage of

1 CCA purchasers who achieve the stated income level. To the contrary, Lee-Tyson  
2 and Batte subsequently engage in further discussion of how Matt—an attorney—  
3 and Donnie—a real estate agent—are making more money through the CCA than  
4 they ever did in their prior careers, again without disclosing that Matt and Donnie  
5 are Growth Cave employees. Moreover, although Growth Cave Defendants' CCA  
6 advertisements mention the possibility of being hired by Growth Cave upon  
7 graduation, out of the hundreds—if not thousands—of CCA purchasers, it appears  
8 that the four individuals providing testimonials are the only CCA graduates that  
9 Growth Cave ever hired. Growth Cave Defendants have misrepresented, both  
10 expressly and by implication, that these four individuals' experiences represent  
11 what prospective purchasers can expect to achieve through the CCA program.  
12

13 85. Prospective purchasers now proceed to a Zoom meeting with a  
14 Growth Cave employee who reiterates that Growth Cave Defendants guarantee  
15 they will provide CCA graduates with outlets, accounts, or customers for their  
16 CCA services, which will lead to high earnings. At this time, Growth Cave reveals  
17 that there is a fee to join the CCA, which ranges from \$4,800 to \$6,800. Based  
18 upon Growth Cave Defendants' representations that they have a network of more  
19 than 1,000 business owners in need of CCA services, that they “guarantee” CCA  
20 graduates will be placed with a business owner, and “even in a worst-case  
21 scenario,” the CCA purchaser will be earning “\$4-, \$5-, \$6-, \$7,000 a month,”  
22 many prospective purchasers believe the CCA opportunity is an easy, safe way to  
23 earn income and agree to purchase the CCA opportunity.

24 86. CCA purchasers are required to sign a CCA Client Agreement, which  
25 confirms Growth Cave Defendants' earlier promises that CCA purchasers will  
26 receive “placement with 1 of our business owner clients upon graduating from the  
27 academy.” Growth Cave Defendants' promise to provide a “placement” that will  
28 pay CCA purchasers for their services constitutes a representation that Growth

1 Cave Defendants will provide outlets, accounts, or customers to purchasers of the  
2 CCA business opportunity.

3 87. In fact, the CCA is nothing like Growth Cave Defendants advertised.  
4 In numerous instances, purchasers are unable to complete the CCA training within  
5 two weeks or even 30 days. CCA purchasers discover that to proceed through the  
6 CCA, they must watch training videos and then take a quiz. Growth Cave requires  
7 a 100% score on every quiz, but ordinarily will not disclose what answers are  
8 incorrect, so CCA purchasers often take the same quiz over and over before  
9 scoring 100%.

10  
11 ***CCA Purchasers Cannot “Graduate” Quickly and Do Not Receive a Paid  
12 Placement***

13 88. Despite Growth Cave Defendants’ promises, in numerous instances,  
14 Growth Cave did not provide CCA graduates a “placement” to work for Growth  
15 Cave or one of Growth Cave’s clients. In some instances, Growth Cave Defendants  
16 did not even attempt to provide CCA graduates with a placement and instead  
17 Growth Cave employees instructed CCA graduates to “network” on Facebook to  
18 find paying customers on their own, which garnered more interest from other  
19 scammers than legitimate businesses. Even if a CCA graduate did find a legitimate  
20 opening through Facebook or other channels, they did not have the requisite  
21 training or experience to obtain work, because the “skill set” taught through the  
22 CCA was only marketable to Growth Cave and Growth Cave’s “clients.” As a  
23 result of Growth Cave Defendants’ failure to provide CCA purchasers with the  
24 promised placement with a business owner, CCA purchasers were unable to earn  
25 any income.

26 89. Very rarely, Growth Cave Defendants posted on Growth Cave’s  
27 internal messaging platforms about businesses in need of CCA services. However,  
28

1 CCA purchasers observed that those openings were very competitive and were  
2 filled almost immediately. Growth Cave Defendants' advertisements made it sound  
3 as if they would simply match CCA graduates with one of their many clients  
4 requiring CCA services and did not mention anything about CCA graduates  
5 needing to apply or compete for the customers, so CCA purchasers were surprised  
6 and upset that it was so difficult to get placed with a company. Some CCA  
7 purchasers have stated that they never would have paid for the CCA opportunity if  
8 they knew how difficult it would be to get a placement and earn an income.

9 90. In the occasional instance when Growth Cave did place CCA  
10 graduates with one of Growth Cave's clients, it turned out that the clients were not  
11 "wealthy business owners" earning millions of dollars a year—as Lee-Tyson  
12 claimed—they were KBA purchasers who were typically struggling to generate  
13 any sales and certainly did not have 50+ interested prospective customers for a  
14 CCA graduate to contact on a daily basis, as Lee-Tyson and Batte suggested in  
15 their "hypotheticals." Thus, despite receiving a placement, these CCA graduates  
16 were unable to generate any sales for the floundering businesses and therefore did  
17 not earn any income.

18 91. In numerous instances, despite Growth Cave Defendants' promises,  
19 CCA purchasers did not receive a placement with a business shortly after  
20 graduation, if ever, and did not make any income or profits, let alone thousands of  
21 dollars a month.

22 92. Many CCA purchasers contacted Growth Cave Defendants to express  
23 their disappointment that Growth Cave Defendants had not placed them with a  
24 business in need of their CCA services and, as a result, they had not earned any  
25 money through the CCA opportunity. Growth Cave Defendants frequently ignored  
26 these complaints or denied wrongdoing, sometimes shifting blame onto the CCA  
27 purchaser. When CCA purchasers requested refunds due to Growth Cave

1 Defendants' failure to fulfill its promises, Growth Cave Defendants almost always  
2 denied the refund request.

3 **Growth Cave Failed to Provide Required Disclosures and Earnings Claim**  
4 **Statements**

5 93. Growth Cave makes repeated income claims regarding its KBA and  
6 CCA business opportunities through the general media, including but not limited to  
7 the income claims made in marketing emails and in videos posted to Growth  
8 Cave's website, YouTube, and social media platforms. Growth Cave failed to state  
9 in immediate conjunction with the income claims made in the general media: (i)  
10 the beginning and ending dates when the represented earnings were achieved and  
11 (ii) the number and percentage of all persons who purchased the business  
12 opportunity prior to that ending date who achieved at least the stated level of  
13 earnings, as required by the Business Opportunity Rule.

14 94. Growth Cave did not provide prospective purchasers with disclosure  
15 documents required under the Rule. Growth Cave does not provide prospective  
16 purchasers with a written document containing material information, such as a list  
17 of lawsuits filed against Growth Cave Defendants or contact information for  
18 individuals who purchased the KBA or CCA business opportunities within the last  
19 three years.

20 95. Although Growth Cave routinely makes claims to prospective  
21 purchasers about likely earnings, it fails to provide prospective purchasers with an  
22 Earnings Claim Statement required by the Rule. Growth Cave also fails to have a  
23 reasonable basis for or written substantiation of the income claims it makes to  
24 prospective purchasers of the KBA and CCA business opportunities.

25 96. In fact, as Growth Cave does not track the finances of those who  
26 purchase its business opportunities, Growth Cave does not have a reasonable basis

1 for or written substantiation of its earnings claims.

2 **Buffalo Bridge Credit Repair Services**

3 97. In approximately November 2023, Batte and Lee-Tyson, on behalf of  
4 Growth Cave, began to email KBA and CCA purchasers regarding Growth Cave's  
5 new partnership with a company that would provide credit repair services and help  
6 procure up to \$50,000 in 0% interest "institutional funding." Growth Cave  
7 Defendants' advertisements did not disclose that this "partnership" was between  
8 Growth Cave and Growth Cave's own d/b/a, Buffalo Bridge. Buffalo Bridge is not  
9 a separate corporate entity; it is just another Growth Cave program.

10 98. Consumers who requested more information on this credit repair and  
11 business funding offer were scheduled for informational Zoom meetings with  
12 Growth Cave employees, including Nour Bouhamdan and Matthew Pulliam.  
13 Growth Cave promised to help improve the consumer's credit score, so that the  
14 consumer could obtain funding to support their KBA or CCA business, and to  
15 provide credit repair, including by removing from the consumer's credit report any  
16 negative information and any inquiries related to obtaining funding. Growth Cave  
17 made these promises even though there is no legal way to remove accurate, non-  
18 obsolete negative items from a consumer's credit history. Growth Cave charged  
19 \$6,800 for the Buffalo Bridge program and required an up-front payment before  
20 Growth Cave provided the purchaser with any credit repair or other services.

21 99. Purchasers of Growth Cave's Buffalo Bridge program were  
22 subsequently required to sign the Buffalo Bridge Capital Client Agreement, which  
23 confirms that enrollees will receive "assisted credit repair," and "business entity &  
24 credit funding advising," among other services.

25 100. The Buffalo Bridge Client Agreement does not contain the amount of  
26 the payment to be made by the consumer for the Buffalo Bridge program; an  
27 estimate of the date on which the credit repair services are expected to be  
28

1 completed or the period of time Growth Cave will need to provide the promised  
2 credit repair services; or the principal business address of Growth Cave d/b/a  
3 Buffalo Bridge. The Agreement also does not contain a conspicuous statement in  
4 bold face type, located in immediate proximity to the consumer's signature line,  
5 advising the consumer of their right to cancel without penalty or obligation at any  
6 time before midnight on the third business day after signing. The Agreement does  
7 not enclose a Notice of Cancellation stating the consumer's cancellation rights.  
8

9 101. Growth Cave did not provide consumers with a written statement  
10 concerning "Consumer Credit File Rights Under State and Federal Law" before or  
11 after requiring consumers to sign the Buffalo Bridge Client Agreement.

12 102. After paying for the Buffalo Bridge service, purchasers learn they are  
13 required to complete various tasks that Growth Cave did not disclose previously.  
14 For example, Buffalo Bridge purchasers are instructed to pay to register their KBA  
15 or CCA business as an LLC, which can cost hundreds of dollars.

16 103. Buffalo Bridge members were also instructed to sign up and pay  
17 monthly fees for additional credit monitoring services, such as "OrcaBoost."  
18 Consumers were told that they would need to improve their credit score before  
19 moving forward with funding and "to achieve this, you will be working with  
20 OrcaBoost, a company that we have partnered with that will assist you to get any  
21 negative items on your report removed." In fact, OrcaBoost is just another LLC  
22 created and managed by Lee-Tyson and Batte. Growth Cave Defendants do not  
23 disclose this to consumers.

24 104. Buffalo Bridge's method of obtaining 0% interest business funding  
25 consists entirely of instructing participants to apply for multiple business credit  
26 cards with 0% interest introductory rates. The Buffalo Bridge program does not  
27 obtain singular business loans of \$50,000 with 0% interest, despite the  
28 representations in its advertisements. In numerous instances, Growth Cave

1 Defendants did not improve Buffalo Bridge purchasers' credit scores or eliminate  
2 negative items from their credit history, as promised.

3 **DEFENDANTS' NEW BUSINESS ACTIVITIES**

4 105. Beginning in approximately March 2024, several consumers began  
5 filing suit in federal courts against Growth Cave Defendants.

6 106. In the wake of these lawsuits, Growth Cave Defendants did not cease  
7 their deceptive business practices. However, around the end of May 2024, Lee-  
8 Tyson and Batte began sending marketing emails offering Growth Cave's  
9 programs at a steeply discounted rate. By early June 2024, Lee-Tyson's emails  
10 began to mention a "re-brand."

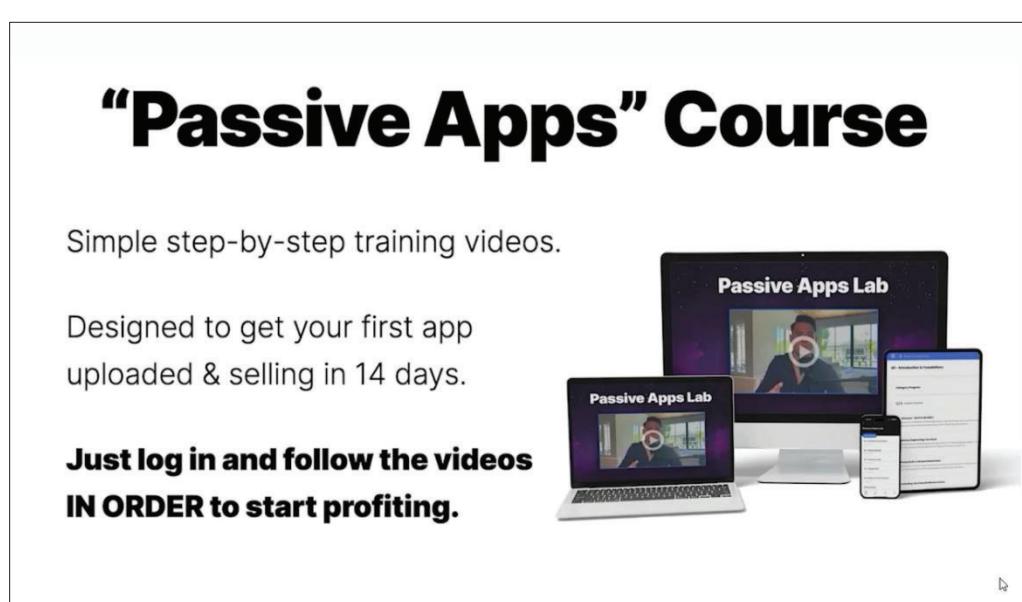
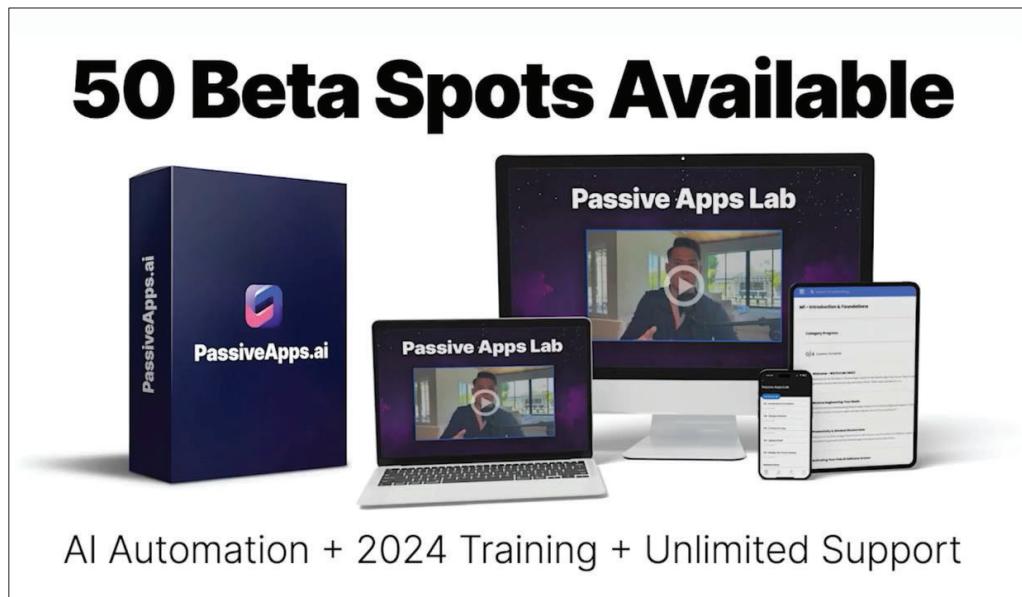
11 107. In addition to continuing to operate KBA, DFM, and CCA, Individual  
12 Defendants have begun marketing new, similar business opportunities.

13 **PassiveApps**

14 108. Lee-Tyson, seemingly still operating under Growth Cave, has begun  
15 advertising a business opportunity called PassiveApps. Lee-Tyson's PassiveApps  
16 marketing emails reference many of the same selling points used for KBA and  
17 DFM, except now Lee-Tyson claims he will show purchasers how to make  
18 massive profits selling digital applications through Apple's App Store, rather than  
19 by selling educational courses through YouTube. For example, one of Lee-Tyson's  
20 PassiveApps emails boasts "I've been making over \$15,000/month from phone  
21 apps." Another PassiveApps email inquires: "Want to make a few hundred dollars  
22 a week from Apple, and working only part time? → Click here to learn more."

23 109. Clicking the link within these emails leads to a PassiveApps video  
24 advertisement narrated by Lee-Tyson, where he uses many similar claims that were  
25 used to advertise KBA. For example, Lee-Tyson claims that purchasers of the  
26 PassiveApps opportunity can use his proprietary AI system, PassiveApps.ai, and  
27 28

1 “unlimited support” from his team to launch an app within 14 days and “start  
2 profiting.” Lee-Tyson is charging \$1,999, or four payments of \$699, for the  
3 PassiveApps opportunity. Lee-Tyson also offers an add-on service costing  
4 approximately \$10,000, where Lee-Tyson promises to “launch your first app for  
5 you”—a clear corollary to the DFM service offered to KBA purchasers. Exemplary  
6 screenshots from Lee-Tyson’s PassiveApps video are shown below:



27 110. Growth Cave and Lee-Tyson represent that they will provide or assist  
28

1 with providing outlets or customers to purchasers of the PassiveApps opportunity.  
2 In the PassiveApps video, Lee-Tyson emphasizes PassiveApps' "quality control  
3 service," whereby his "team of experts will review and approve your app before it  
4 goes live." Lee-Tyson explains that many prospective purchasers want their app  
5 reviewed before they launch to "make sure that it's actually going to make them  
6 money," which is why his "quality control" team will "personally review and  
7 approve" each app so that purchasers are "100% confident" their app is "ready to  
8 go to maximize profits." Lee-Tyson also claims that PassiveApps purchasers can  
9 get paid to create apps for third parties and that he will provide a "list of creators  
10 who're hiring right NOW." Through these claims, Growth Cave and Lee-Tyson  
11 represent that they will provide PassiveApps purchasers with outlets, accounts, or  
12 customers for their apps, leading to profits.  
13

14 111. In the PassiveApps video, Lee-Tyson plays testimonial videos from  
15 individuals who supposedly "sat through this web class, have enrolled into the  
16 PassiveApps program, and now have sent in videos for me to share with  
17 prospective students." However, the testimonial videos are the very same  
18 testimonials shown in Growth Cave's KBA advertisements, including videos from  
19 "Willie," who collected over \$65,928 within a week of launching, and Andrew  
20 Imbesi, who earned \$56,000 in one month. The individuals in the testimonial  
21 videos are describing their experiences and alleged earnings in the KBA  
22 opportunity, *not* PassiveApps.  
23

24 112. Additionally, despite making earnings claims in the general media,  
25 including through mass emails and videos posted online, Lee-Tyson and Growth  
26 Cave do not provide disclosures required by the Business Opportunity Rule, such  
27 as the beginning and ending dates when the represented earnings were achieved or  
28 the number and percentage of all PassiveApps purchasers who achieved the stated  
level of earnings.  
29

## Apex Mind

113. Batte formed a limited liability company, Apex Mind, in Colorado on April 9, 2024. Apex Mind's website shows that many Growth Cave employees and officers are now affiliated with Apex Mind, including but not limited to Individual Defendant Marksberry, Matthew Pulliam, and Donnie Crawford.

114. Apex Mind’s marketing indicates that Apex Mind is merely a continuation of Growth Cave’s CCA business opportunity, wherein consumers are induced to pay for the opportunity to work for “business owners” within Apex Mind’s “network.” Batte frequently sends mass emails marketing Apex Mind, including to purchasers of Growth Cave business opportunities. These emails contain many of the same key phrases that Batte used to market the CCA opportunity, such as his ability to “show you a high demand skillset you can learn to get paid” and that these are “unique skills” that “business owners want to pay you for.” Batte’s emails also emphasize the likelihood of earning significant income with Apex Mind, for example:

- An email with the subject “DIRECT DEPOSIT: \$4,500” reads: “\$4,500 hits your account... You've been working for 2 weeks at a new job, and just received your first paycheck. . . . I want to show you how *you can do it too.*”
- An email with the subject line “investment that pays a doctors salary” states: “[M]astering this one high-paying skill is how I've been making more than doctors while working from home. And you could do the same to start getting paid 100% remotely. > Just click here and I'll show you how.”
- An email with the subject line “still want to work from home?” claims: “You could replace your income . . . I have a network of 28

1 business owners that are looking to remotely hire . . . . > Click here  
2 and I'll show you how you can apply."

3 115. Prospective purchasers who click the link in Batte's emails are shown  
4 Apex Mind marketing videos, narrated by Batte and other Apex Mind employees,  
5 including Marksberry. The various Apex Mind videos reiterate the same selling  
6 points used for the CCA opportunity, emphasizing that Apex Mind provides  
7 purchasers with "skills that wealthy business owners are going to pay you top-  
8 dollar for because you're going to bring new customers to their business." Batte  
9 also highlights the potential for profits, bragging that the people he trained in the  
10 past are now making "\$5,000, \$10,000, \$20,000 a month."

11 116. When making income claims in the general media, including via  
12 commercial bulk email and in videos posted to the Internet, Apex Mind does not  
13 state in immediate conjunction with the income claim (i) the beginning and ending  
14 dates when the represented earnings were achieved and (ii) the number and  
15 percentage of all persons who purchased the business opportunity prior to that  
16 ending date who achieved at least the stated level of earnings, as required by the  
17 Business Opportunity Rule.

18 117. The Apex Mind videos replay the same four testimonials that were  
19 provided by Growth Cave employees in the CCA video—now touting them as  
20 examples of "clients" who earned "\$23,000," "\$32,000," and "\$10,000" using the  
21 "skillset" Batte teaches at Apex Mind. Batte and Marksberry do not disclose that  
22 all four testimonials were provided by individuals employed by Growth Cave  
23 and/or Apex Mind.

24 118. After viewing Apex Mind's marketing videos, prospective purchasers  
25 can schedule a Zoom meeting with Apex Mind. In a recorded call, an Apex Mind  
26 representative, Donnie Crawford, described the Apex Mind business opportunity in  
27  
28

1 greater detail, explaining that purchasers are trained to “speak and text with  
2 potential clients.” Supposedly, these skills will make Apex Mind purchasers  
3 indispensable to business owners who need help closing sales with potential  
4 clients.

5 119. Next, Crawford stated that Apex Mind assigns purchasers to three  
6 coaches, including a “placement coach” who ensures “we find you the perfect [ ]  
7 position.” Apex Mind allegedly has a “business acquisition team,” which acquires  
8 businesses and conducts a “vetting process” of the businesses so that Apex Mind  
9 knows “how many clients are being successful with that company.” In the event a  
10 purchaser is dissatisfied with the company they are assigned to work with, Apex  
11 Mind will “get a new placement.” Just like with CCA, the promise that Apex Mind  
12 has an existing “network” of “business owners” and will place the purchaser with a  
13 business that will pay the purchaser for their services—the “unique skills” taught  
14 by Apex Mind—constitutes a representation that Apex Mind will provide outlets,  
15 accounts, or customers for the services of purchasers of the Apex Mind  
16 opportunity.

17 120. Apex Mind is charging \$4,850 for this business opportunity. Apex  
18 Mind’s representative requested immediate payment during the recorded call and  
19 offered to arrange third-party financing if necessary.

20 121. When asked about the average amount of income earned through the  
21 Apex Mind opportunity and how long it takes to begin earning income, Apex  
22 Mind’s representative refused to provide specifics and claimed “there really is no  
23 average.” Instead, he provided an example of a successful client who finished the  
24 Apex Mind training within a week, had a placement lined up for the next week,  
25 and earned \$4,000 in his first week in his placement.

26 122. Based on the facts and violations of law alleged in this Complaint, the  
27 FTC has reason to believe that Defendants are violating or are about to violate laws

1 enforced by the Commission.

2 **VIOLATIONS OF THE FTC ACT**

3 123. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
4 deceptive acts or practices in or affecting commerce.”

5 124. Misrepresentations or deceptive omissions of material fact constitute  
6 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

7 125. As set forth below, Defendants have engaged and continue to engage  
8 in violations of Section 5(a) of the FTC Act in connection with the advertising,  
9 marketing, and sale of their business opportunities and related programs.

10 **COUNT ONE**

11 **False or Unsubstantiated Earnings Claims**

12 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

13 126. In numerous instances, in connection with the advertising, marketing,  
14 promotion, offering for sale, or sale of Growth Cave business opportunities,  
15 Growth Cave Defendants have represented, directly or indirectly, expressly or by  
16 implication, that purchasers of Growth Cave business opportunities are likely to  
17 earn substantial income.

18 127. The representations set forth in Paragraph 126 above are false,  
19 misleading, or were not substantiated at the time the representations were made.

20 128. Therefore, Growth Cave Defendants’ representations as set forth in  
21 Paragraph 126 constitute a deceptive act or practice in violation of Section 5(a) of  
22 the FTC Act, 15 U.S.C. § 45(a).

23 **COUNT TWO**

25 **Other Misrepresentations Regarding Growth Cave Business Opportunities**

26 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

27 129. In numerous instances, in connection with the advertising, marketing,  
28 promotion, offering for sale, or sale of Growth Cave business opportunities,

1 Growth Cave Defendants represented, directly or indirectly, expressly or by  
2 implication, that:

- 3 a. purchasers of Growth Cave's digital education business  
4 opportunity will be able to launch their own course within 4-6  
5 weeks and attract customers; and
- 6 b. purchasers of Growth Cave's CCA program will be able to  
7 complete the program and "graduate" within 30 days and receive a  
8 placement with a paying company soon after graduation.

9 130. The representations set forth in Paragraph 129 above are false,  
10 misleading, or were not substantiated at the time the representations were made.

11 131. Therefore, Growth Cave Defendants' representations as set forth in  
12 Paragraph 129 constitute a deceptive act or practice in violation of Section 5(a) of  
13 the FTC Act, 15 U.S.C. § 45(a).

14 **COUNT THREE**

15 **Failure to Disclose Material Connections**

16 *(Against All Defendants)*

17 132. Through the means described in Paragraphs 31, 61, 84, 111, and 117,  
18 Defendants have represented, expressly or by implication, that certain testimonials  
19 and endorsements of Growth Cave and Apex Mind programs reflected the  
20 independent experiences or opinions of impartial, ordinary users of Growth Cave  
21 or Apex Mind.

22 133. In fact, in numerous instances in which Defendants have made the  
23 representation set forth in Paragraph 132, Defendants have failed to disclose or  
24 disclose adequately that certain of the individuals providing testimonials and  
25 endorsements for Growth Cave and Apex Mind have a business or employment  
26 relationship with Growth Cave or Apex Mind. This fact would be material to  
27 consumers in evaluating the testimonials and endorsements of the Defendants'

1 business opportunities in connection with a purchase decision.

2 134. Therefore, Defendants' failure to disclose or disclose adequately the  
3 material information described in Paragraph 133, in light of the representation in  
4 Paragraph 133, constitutes a deceptive act or practice in violation of Section 5(a) of  
5 the FTC Act, 15 U.S.C. § 45(a).

6 **COUNT FOUR**

7 **False or Misleading Consumer Testimonials**

8 ***(Against Defendants Growth Cave and Lee-Tyson)***

9 135. Through the means described in Paragraph 111, Growth Cave and  
10 Lee-Tyson have represented, expressly or by implication, that individuals  
11 providing testimonials in an advertisement for PassiveApps are describing their  
12 experiences with the PassiveApps business opportunity Growth Cave and Lee-  
13 Tyson are promoting in the advertisement.

14 136. In numerous instances in which Growth Cave and Lee-Tyson have  
15 made the representation set forth in Paragraph 135, the individuals providing  
16 testimonials in advertisements are not describing their experiences with the  
17 PassiveApps program Growth Cave and Lee-Tyson are promoting in the  
18 advertisement.

19 137. Therefore, the making of the representations set forth in Paragraph  
20 135 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC  
21 Act, 15 U.S.C. § 45(a).

22 **VIOLATIONS OF THE BUSINESS OPPORTUNITY RULE**

23 138. The amended Business Opportunity Rule, 16 C.F.R. Part 437, which  
24 was extended in scope to cover certain work-at-home opportunities, became  
25 effective on March 1, 2012, and has since that date remained in full force and  
26 effect.

27 139. Defendants are "sellers" who, as described in Paragraphs 2–6, 10–11,

1 15–96, and 105–123, have sold or offered to sell “business opportunities” as  
2 defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(c) and (q). Under the  
3 Business Opportunity Rule, a “seller” is a person who offers for sale or sells a  
4 business opportunity. 16 C.F.R. § 437.1(q). Under the Rule, a “business  
5 opportunity” means a “commercial arrangement” in which a “seller solicits a  
6 prospective purchaser to enter into a new business;” the “prospective purchaser  
7 makes a required payment;” and the “seller, expressly or by implication, orally or  
8 in writing, represents that the seller or one or more designated persons will . . .  
9 [p]rovide outlets, accounts, or customers, including, but not limited to, Internet  
10 outlets, accounts, or customers, for the purchaser’s goods or services[.]” 16 C.F.R.  
11 § 437.1(c).

12 140. Among other things, the Business Opportunity Rule requires sellers to  
13 provide prospective purchasers with a disclosure document in the form and using  
14 the language set forth in the Business Opportunity Rule and its Appendix A, and  
15 any required attachments. In the disclosure document, the seller must disclose to  
16 prospective purchasers five categories of information, including: basic identifying  
17 information about the seller, any earnings claims the seller makes, the seller’s  
18 litigation history, any cancellation and refund policy the seller offers, and contact  
19 information of prior purchasers. 16 C.F.R. § 437.3(a)(1)-(5). Furthermore, this  
20 information must be disclosed at least seven days before the prospective purchaser  
21 signs a contract or makes a payment. 16 C.F.R. § 437.2. The pre-sale disclosure of  
22 this information enables a prospective purchaser to contact prior purchasers and  
23 take other steps to assess the potential risks involved in the purchase of the  
24 business opportunity.

25 141. Defendants, as described in Paragraphs 17–18, 27–35, 37–38, 41, 43–  
26 44, 46, 76–77, 79, 83–85, 108, 111, 114–115, 117, and 121, have made earnings  
27 claims in connection with the sale of their business opportunities. Under the

1 Business Opportunity Rule, an “earnings claim” means “any oral, written, or visual  
2 representation to a prospective purchaser that conveys, expressly or by implication,  
3 a specific level or range of actual potential sales, or gross or net income or profits.”  
4 16 C.F.R. § 437.1(f).

5       142. The Business Opportunity Rule prohibits sellers from making  
6 earnings claims unless the seller: (1) has a reasonable basis for the claim at the  
7 time it is made; (2) has in its possession written materials to substantiate the claim  
8 at the time it is made; (3) makes written substantiation of the earnings claim  
9 available to any prospective purchaser upon request; and (4) furnishes an Earnings  
10 Claim statement to prospective purchasers in conjunction with the disclosure  
11 document, containing, among other things, information regarding the time frame  
12 captured by the earnings claim, the characteristics of the purchasers, and the  
13 number and percentage of all persons who purchased the business opportunity  
14 within the time frame who achieved at least the stated level of earnings. 16 C.F.R.  
15 § 437.4(a).

16       143. Defendants, as described in Paragraphs 17–18, 28–35, 37–38, 41, 46,  
17 76–77, 79, 83–84, 108, 111, 114–115, and 117, have also made earnings claims in  
18 connection with the sale of their business opportunities in the general media. Under  
19 the Business Opportunity Rule, “general media” means “any instrumentality  
20 through which a person may communicate with the public, including, but not  
21 limited to, television, radio, print, Internet, billboard, Web site, commercial bulk  
22 email, and mobile communications.” 16 C.F.R. § 437.1(h).

23       144. The Business Opportunity Rule prohibits sellers from making  
24 earnings claims in the general media unless the seller has a reasonable basis for  
25 and written substantiation of any earnings claims and states in immediate  
26 conjunction with those claims the beginning and ending dates when the represented  
27 earnings were achieved, and the number and percentage of all persons who  
28

1 purchased Defendants' business opportunity prior to that ending date who achieved  
2 at least the stated level of earnings. 16 C.F.R. § 437.4(b).

3 145. The Business Opportunity Rule also prohibits sellers from  
4 misrepresenting the amount of sales, or gross or net income or profits a prospective  
5 purchaser may earn or that prior purchasers have earned. 16 C.F.R. § 437.6(d).

6 146. The Business Opportunity Rule also prohibits sellers from  
7 misrepresenting any material aspect of any assistance offered to a prospective  
8 purchaser. 16 C.F.R. § 437.6(i).

9 147. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a  
10 violation of the Business Opportunity Rule constitutes an unfair or deceptive act or  
11 practice in or affecting commerce in violation of Section 5(a) of the FTC Act, 15  
12 U.S.C. § 45(a).

13 **COUNT FIVE**

14 **Pre-Sale Disclosure Violations**

15 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

16 148. In numerous instances in connection with the offer for sale, sale, or  
17 promotion of business opportunities, Growth Cave Defendants have failed to  
18 furnish prospective purchasers with a disclosure document and any required  
19 attachments within the time period prescribed by the Business Opportunity Rule.

20 149. Therefore, Growth Cave Defendants' acts and practices, as described  
21 in Paragraph 148, violate the Business Opportunity Rule, 16 C.F.R. § 437.2, and  
22 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

23 **COUNT SIX**

24 **Disclosure Violations**

25 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

26 150. In numerous instances in connection with the offer for sale, sale, or  
27 promotion of business opportunities, Growth Cave Defendants have failed to

1 furnish prospective purchasers with a disclosure document and any required  
2 attachments.

3 151. Therefore, Growth Cave Defendants' acts and practices, as described  
4 in Paragraph 150, violate the Business Opportunity Rule, 16 C.F.R. § 437.3(a), and  
5 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

6 **COUNT SEVEN**

7 **Earnings Claims to Prospective Purchasers Violations**

8 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

9 152. In numerous instances, Growth Cave Defendants have made earnings  
10 claims to prospective purchasers in connection with the offering for sale, sale, or  
11 promotion of a business opportunity while, among other things: (1) lacking a  
12 reasonable basis for the earnings claim at the time it was made; (2) lacking written  
13 substantiation for the earnings claim at the time it was made; (3) refusing to make  
14 written substantiation available upon request to prospective purchasers, or (4)  
15 failing to provide an earnings claim statement to the prospective purchasers, as  
16 required by the Business Opportunity Rule.  
17

18 153. Therefore, Growth Cave Defendants' acts and practices, as described  
19 in Paragraph 152, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(a) and  
20 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

21 **COUNT EIGHT**

22 **General Media Earnings Claims Violations**

23 ***(Against All Defendants)***

24 154. In numerous instances, Defendants have made earnings claims in the  
25 general media in connection with the offering for sale, sale, or promotion of a  
26 business opportunity while failing to state in immediate conjunction with those  
27 claims the beginning and ending dates when the represented earnings were  
28 achieved, and the number and percentage of all persons who purchased

1 Defendants' business opportunity prior to that ending date who achieved at least  
2 the stated level of earnings.

3 155. Therefore, Defendants' acts and practices, as described in Paragraph  
4 154, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(b) and Section 5(a)  
5 of the FTC Act, 15 U.S.C. § 45(a).

6 **COUNT NINE**

7 **Misrepresentations Regarding Income or Profits**

8 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

9 156. In numerous instances in connection with the offer for sale, sale, or  
10 promotion of business opportunities, Growth Cave Defendants have  
11 misrepresented the amount of sales, or gross or net income or profits, a prospective  
12 purchaser may earn or that prior purchasers have earned.

13 157. Therefore, Growth Cave Defendants' acts and practices, as described  
14 in Paragraph 156, violate the Business Opportunity Rule, 16 C.F.R. § 437.6(d) and  
15 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

16 **COUNT TEN**

17 **Misrepresentations Regarding Material Aspects of Assistance**

18 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

19 158. In numerous instances, Growth Cave Defendants have misrepresented  
20 material aspects of the assistance offered to prospective purchasers of Growth  
21 Cave business opportunities.

22 159. Therefore, Growth Cave Defendants' acts and practices, as described  
23 in Paragraph 158, violate the Business Opportunity Rule, 16 C.F.R. § 437.6(i) and  
24 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

25 **VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT**

26 160. The Credit Repair Organizations Act took effect on April 1, 1997, and  
27 has since that date remained in full force and effect.

1       161. The purposes of CROA, according to Congress, are (1) to ensure that  
2 prospective buyers of the services of credit repair organizations are provided with  
3 the information necessary to make an informed decision regarding the purchase of  
4 such services; and (2) to protect the public from unfair or deceptive advertising and  
5 business practices by credit repair organizations. 15 U.S.C. § 1679(b).

6       162. CROA defines a “credit repair organization” as “any person who uses  
7 any instrumentality of interstate commerce or the mails to sell, provide, or perform  
8 (or represent that they can or will sell, provide, or perform) any service, in return  
9 for the payment of money or other valuable consideration, for the express or  
10 implied purpose of (i) improving any consumer’s credit record, credit history, or  
11 credit rating; or (ii) providing advice or assistance to any consumer with regard to  
12 any activity or service described in clause (i) . . . .” 15 U.S.C. § 1679a(3)(A).

13       163. Defendant Growth Cave d/b/a Buffalo Bridge is a credit repair  
14 organization.

15       164. CROA prohibits all persons from making or using any untrue or  
16 misleading representation of the services of the credit repair organization.  
17       15 U.S.C. § 1679b(a)(3).

18       165. CROA prohibits credit repair organizations from charging or  
19 receiving any money or other valuable consideration for the performance of any  
20 service which the credit repair organization has agreed to perform for any  
21 consumer before such service is fully performed. 15 U.S.C. § 1679b(b).

22       166. CROA requires credit repair organizations to provide consumers with  
23 a written statement containing prescribed language concerning “Consumer Credit  
24 File Rights Under State and Federal Law” before any contract or agreement is  
25 executed. 15 U.S.C. § 1679c(a).

26       167. CROA requires credit repair organizations to include certain terms  
27 and conditions in any contract or agreement for services, including (1) the terms  
28

1 and conditions of payment, including the total amount of all payments to be made  
2 by the consumer to the credit repair organization or to any other person; (2) a full  
3 and detailed description of the services to be performed by the credit repair  
4 organization for the consumer, including—(A) all guarantees of performance; and  
5 (B) an estimate of (i) the date by which the performance of the services (to be  
6 performed by the credit repair organization or any other person) will be complete;  
7 or (ii) the length of the period necessary to perform such services; and (3) the  
8 credit repair organization's name and principal business address. 15 U.S.C.  
9 § 1679d(b)(1)–(3). Such written contract must also include a conspicuous  
10 statement in bold face type, in immediate proximity to the space reserved for the  
11 consumer's signature on the contract, which reads as follows: “You may cancel this  
12 contract without penalty or obligation at any time before midnight of the 3rd  
13 business day after the date on which you signed the contract. See the attached  
14 notice of cancellation form for an explanation of this right.” 15 U.S.C.  
15 § 1679d(b)(4).

168. CROA requires credit repair organizations to provide consumers with  
17 a “Notice of Cancellation” form, in duplicate, containing prescribed language  
18 concerning consumers' three-day right to cancel that consumers can use to cancel  
19 the contract. 15 U.S.C. § 1679e(b).

169. CROA requires that any consumer who enters into a contract with a  
17 credit repair organization shall be given a copy of the completed contract, the  
18 disclosure of Consumer Credit File Rights Under State and Federal Law required  
19 under the Act, and any other document the credit repair organization requires the  
20 consumer to sign. 15 U.S.C. § 1679e(c).

210. Pursuant to Section 410(b)(1) of CROA, 15 U.S.C. § 1679h(b)(1), any  
22 violation of any requirement or prohibition of CROA constitutes an unfair or  
23 deceptive act or practice in commerce in violation of Section 5(a) of the FTC Act,  
24

1 15 US.C. § 45(a). Pursuant to Section 410(b)(2) of CROA, 15 U.S.C.  
2 § 1679h(b)(2), all functions and powers of the FTC under the FTC Act are  
3 available to the FTC to enforce compliance with CROA in the same manner as if  
4 the violation had been a violation of any FTC trade regulation rule. Section  
5 19(a)(1) of the FTC Act, 15 U.S.C. § 57b(a)(1), provides that the FTC may  
6 commence a civil action against “any person, partnership, or corporation” who  
7 “violates any rule . . . respecting unfair or deceptive acts or practices.”

8 **COUNT ELEVEN**

9 **Misrepresentations Regarding Credit Repair Services**

10 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

11 171. In numerous instances, in connection with the advertising, marketing,  
12 promotion, offering for sale, or sale of services to consumers by a credit repair  
13 organization, Growth Cave Defendants have made untrue or misleading  
14 representations to consumers, including that Growth Cave Defendants will  
15 improve consumers’ credit scores or ratings, including by, among other things,  
16 removing negative information and hard inquiries from consumers’ credit reports  
17 or profiles even where such information is accurate and not obsolete.

18 172. Growth Cave Defendants’ acts or practices, as described in Paragraph  
19 172, violate CROA, 15 U.S.C. § 1679b(a)(3), and therefore are deceptive or unfair  
20 acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

21 **COUNT TWELVE**

22 **Violation of Prohibition Against Charging Advance Fees for Credit Repair  
23 Services**

24 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

25 173. In numerous instances, in connection with the advertising, marketing,  
26 promotion, offering for sale, or sale of services to consumers by a credit repair  
27 organization, Growth Cave Defendants have charged or received money or other

1 valuable consideration for the performance of credit repair services that Growth  
2 Cave Defendants have agreed to perform before such services were fully  
3 performed.

4 174. Growth Cave Defendants' acts or practices, as described in Paragraph  
5 173, violate CROA, 15 U.S.C. § 1679b(b), and therefore are deceptive or unfair  
6 acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

7 **COUNT THIRTEEN**

8 **Failure to Provide Required Disclosures and Documents**

9 ***(Against Defendants Growth Cave, Lee-Tyson, Batte, and Marksberry)***

10 175. In numerous instances, in connection with the sale of services to  
11 consumers by a credit repair organization, Growth Cave Defendants have failed to  
12 provide consumers:

- 13 a. A separate, written statement of "Consumer Credit File Rights  
14 Under State and Federal Law," in the form and manner required by  
15 CROA, before or after any contract or agreement was executed;
- 16 b. Contracts containing required terms and conditions, including:
  - 17 i. The terms, conditions, and amount of payment;
  - 18 ii. A full and detailed description of the services to be performed,  
19 including an estimated date upon which the services would be  
20 completed or the length of time necessary to complete the  
21 services;
  - 22 iii. The principal business address of Growth Cave;
  - 23 iv. A conspicuous statement in bold face type, in immediate  
24 proximity to the space reserved for the consumer's signature  
25 on the contract, regarding the consumers' right to cancel the  
26 contracts without penalty or obligation at any time before the  
27 third business day after the date on which consumers signed

1 the contracts; or

2 c. A cancellation form in the prescribed manner required by CROA.

3 176. Growth Cave Defendants' acts or practices, as described in Paragraph  
4 175, violate CROA, 15 U.S.C. §§ 1679c(a), 1679c(b), 1679d(b), 1679e(b), and  
5 1679e(c), and therefore are deceptive or unfair acts or practices in violation of  
6 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

7 **VIOLATIONS OF THE REVIEWS AND TESTIMONIALS RULE**

8 177. The Reviews and Testimonials Rule took effect on October 21, 2024,  
9 and has since that date remained in full force and effect.

10 178. Defendants are individuals and corporations that sell products or  
11 services, therefore Defendants are a “business” as defined by the Reviews and  
12 Testimonials Rule, 16 C.F.R. § 465.1(a).

13 179. To advertise their products and services, Defendants frequently show  
14 favorable testimonials from consumers who supposedly purchased Defendants’  
15 products or services. Under the Reviews and Testimonials Rule, a “consumer  
16 testimonial” is “an advertising or promotional message . . . that consumers are  
17 likely to believe reflects the opinions, beliefs, or experiences of a consumer who  
18 has purchased, used, or otherwise had experience with a product, service, or  
19 business.” 16 C.F.R. § 465.1(f). A “testimonialist” is an “individual giving or  
20 purportedly giving a consumer testimonial.” 16 C.F.R. § 465.1(o).

22 180. The Reviews and Testimonials Rule prohibits a business from  
23 disseminating consumer testimonials about the business’s products or services if  
24 the testimonialist is one of the business’s officers, managers, employees, or agents,  
25 unless the business includes a clear and conspicuous disclosure of the  
26 testimonialist’s material relationship to the business, when the relationship is not  
27 otherwise clear to the audience and the business knew or should have known the  
28 testimonialist’s relationship to the business. 16 C.F.R. § 465.5(b)(1).

181. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Reviews and Testimonials Rule constitutes an unfair or deceptive act or practice in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

## **COUNT FOURTEEN**

## Failure to Disclose Material Relationship

*(Against Defendants Apex Mind, Batte, and Marksberry)*

182. In numerous instances, through the means described in Paragraph 117, Apex Mind, Batte, and Marksberry have disseminated consumer testimonials about Apex Mind by employees of Apex Mind, when the relationship is not otherwise clear to the audience and Apex Mind, Batte, and Marksberry knew or should have known the testimonialists' relationship with Apex Mind, but did not include a clear and conspicuous disclosure of the testimonialists' material relationship with Apex Mind.

183. Therefore, Apex Mind, Batte, and Marksberry's acts or practices, as described in Paragraph 182, violate 16 C.F.R. § 465.5(b)(1) and therefore are deceptive or unfair acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

## CONSUMER INJURY

184. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, the Business Opportunity Rule, CROA, and the Reviews and Testimonials Rule. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

## PRAYER FOR RELIEF

Wherefore, the FTC requests that the Court:

A. Enter a permanent injunction to prevent future violations of the FTC Act, the Business Opportunity Rule, CROA, and the Reviews and Testimonials Rule;

B. Grant preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including temporary and preliminary injunctions, and an order freezing assets;

C. Award monetary and other relief within the Court's power to grant;

D. Award any additional relief as the Court determines may be just and proper.

Dated: February 10, 2025

Respectfully submitted,

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